

## ADDITIONAL TERMS AND CONDITIONS FOR PRINTING

1. Unless required by the specifications, vendors are requested to supply alternative quotations reflecting the use of recycled paper for this printing. If name brands are referenced to define paper stock requested and it is known as recycled within the industry, it is understood that a recycled stock is being requested for the finished product. If for any reason the referenced stock is no longer available, it is further understood that a stock equal to or greater than the one requested shall be offered.
2. **A Certificate of Printing Contract Performance (SF#45769) must be completed, for every order issued, by the awarded vendor and submitted per the instructions in line item five (5) below.** This Certificate (State Form # 45769) has been provided within the solicitation package and is also available on the Internet at (<http://www.ai.org/icpr/webfile/formsdiv/index.html>). If you have questions about the Internet access of this form please call the Commission on Public Records at (317) 232-5927.
3. Four samples of each item produced are to be furnished at the time of invoicing for the purpose of quality control check. **The samples provided must reflect the requirements provided within the specifications or the entire order may be rejected.**
4. An original plus three (3) copies of each invoice is required (instructions on line item five (5) below).
5. All invoices, artwork, samples and Certificate of Printing Contract Performance (SF# 45769) must be sent directly to **Indiana Commission on Public Records/Forms Management Division** 402 West Washington Street, Room W472, Indianapolis, IN 46204.  
**PAYMENT WILL NOT BE MADE UNTIL ALL OF THE ABOVE ITEMS ARE RECEIVED AND REVIEWED.**
6. Any and all negatives and artwork **created or provided** in connection with all purchases made by the State are the property of the State of Indiana and are to be returned as follows:
  1. **All items printed that are "State Forms" must have all artwork and negatives returned to Forms Management Division, ICPR (Artwork either provided by Forms Management or produced by a contractor.)**
  2. Artwork provided by an agency or produced by a contractor for Non-Form Items must be returned to the requesting agency.**A BRIEF STATEMENT REGARDING THE DISPOSITION OF ARTWORK (for both State Forms and Non-Forms) MUST BE INCLUDED ON THE CERTIFICATE OF PRINTING CONTRACT PERFORMANCE (SF#45769).**
7. Exact quantity is to be delivered in accordance with the attached specifications. Any job furnished in quantity less than that requested will be considered incomplete and requests for payment will not be processed until completion, unless specifications call for partial delivery pre-arrangement. Quantities received by an agency exceeding the requested quantity will be retained by the requesting agency at no additional charge to that agency. Invoices reflecting charges for quantities less than or greater than that which had been requested will not be accepted for payment.
8. Any omission in sequence of consecutively numbered items will be considered incomplete and in non-compliance with specifications.
9. Any changes, exceptions, or deviations from the solicited specifications are acceptable only when requested in writing by the agency and approved by the Contract Administration Division of the Department of Administration. Instructions by other agency personnel are not sufficient to authorize deviations from the solicited specifications and are unacceptable to support a claim for payment.
10. The awarded contractor shall conduct detailed quality inspection during the printing and before delivery. The contractor shall certify on the **required** Certificate of Printing Contract Performance that the product delivered meets the contract terms, conditions, and specifications. The contractor shall deliver to Indiana Commission on Public Records/Forms Management, four (4) samples of every item covered by this purchase, together with the Certificate of Printing Contract Performance, artwork and the invoice for this purchase. The listed items shall be delivered simultaneously prior to the delivery of the order.
11. The vendor may request, at own expense, the artwork and samples be shipped by a reputable company provided that an accurate vendor account number is furnished. All awarded vendors are responsible for requesting/receiving the appropriate artwork and sample (if applicable) for the production of any award made. If after receiving the artwork and/or sample, there are any discrepancies from the specifications that were originally bid, the vendor must then confirm and verify with Forms Management that the correct specifications, artwork or samples have been provided. If for any reason an order is completed and the vendor failed to verify any discrepancy, the vendor will be held responsible.

If any instruction is not followed, payment will not be processed until all terms and conditions have been met. Payments that are delinquent due to the awarded vendor failing to follow the terms and conditions outlined within the solicitation will not be subject to interest charges.

### 12. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Contractor further agrees that all information, data, findings, recommendations, proposals, etc. -- by whatever name described and by whatever form therein secured, developed, written or produced by the Contractor in furtherance of this contract -- shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract the Contractor specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

**NOTE: THE ADVANCE NOTIFICATION OF AWARD (previously utilized) WILL NOT BE PROVIDED.**